

# EXHIBIT B

Our reference: SAM/013155/229481

MANCHES

**Strictly Private and Confidential**

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**By Email: [shillard@counciltree.com](mailto:shillard@counciltree.com)**

25th January 2011

Dear Sir

**"MIRKWOOD: A NOVEL ABOUT JRR TOLKIEN"**

We represent The JRR Tolkien Estate Limited and the associated legal entities and individuals who comprise the successors to the intellectual property rights and other legal interests of the late Professor JRR Tolkien.

The rights referred to above include the rights of publicity (personality rights) enjoyed by an individual in numerous jurisdictions throughout the world and which reserve to that individual or his successors the right to commercially exploit, *inter alia*, his name and personality. In the United States such rights are enshrined, for example, in the Texas Property Code s.26.002 (Use of a Deceased Individual's Name, Voice, Signature, Photograph or Likeness) and Kentucky Title XXXIV Descent, Wills and Administration of Decedents' Estates Chapter 391.170 (Commercial Rights to Use Names and Likenesses of Public Figures).

It has come to our clients' attention that you are the author and publisher of a book entitled *Mirkwood: A Novel About JRR Tolkien* ("the Novel"). The Novel purports to be a work of fiction in which: "In 1970, Professor Tolkien makes a little-known visit to America – and sets in motion elvish powers embodied in a cache of archaic documents."

It is clear that the commercial appeal of the Novel is dependent upon and inextricably linked with the name and personality of JRR Tolkien and that you are using the name of JRR Tolkien in connection with, and for the purpose of, advertising, selling or soliciting orders for the Novel.

The Novel is available for purchase throughout the world from (e.g.) Amazon.com.

At no time have our clients granted permission to use the name and personality of JRR Tolkien in the Novel, nor would they in any foreseeable circumstances grant permission for their use in a work of this nature. Not only does such use take unlawful commercial advantage of our clients' valuable rights, but it also trivialises and makes frivolous use of the name, personality and reputation of the late Professor.

In addition, the appearance of the Novel is strikingly similar to that of authorised JRR Tolkien publications. We refer, by way of example only, to *The Hobbit* by JRR Tolkien (HarperCollins, 2008) and *The Legend of Sigurd & Gudrun* by JRR Tolkien, edited by Christopher Tolkien (HarperCollins, 2009). The design of the Novel closely resembles the style of the cover art, typefaces and overall get-up of these and other authorised JRR Tolkien publications and prominently uses the name 'JRR Tolkien' on the cover.

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Accordingly, the Novel also gives rise to an action for passing off (*i.e.* unfair competition) in numerous jurisdictions.

In the circumstances, we are instructed to make the following demands:

1. That you immediately cease and desist from printing, publishing, advertising, promoting, selling, offering for sale or otherwise distributing the Novel and that you recall from circulation all such copies of the Novel that remain within your control.
2. That you destroy all copies of the Novel that remain in your possession or control together with any and all materials, whether in physical or electronic form, that have been used in connection with its publication including (but without limitation) the electronic files comprising the manuscript and the cover.
3. That you provide us with an affidavit or equivalent sworn declaration disclosing the number of copies of the Novel sold and otherwise distributed by you (including pending orders) and the gross revenues received or receivable in respect of all such sales.
4. That you agree to pay our clients damages in a sum to be determined in due course and to reimburse their attorneys' fees incurred in connection with this matter.
5. That you undertake not to infringe our clients' rights of publicity or other intellectual property rights at any time in the future.

Your agreement to the above demands is required within seven days of the date of this letter, *i.e.* by Tuesday, 1 February 2011. In the absence of your satisfactory response our clients' US attorneys will be instructed to commence the appropriate legal proceedings.

All our clients' rights and remedies in the matter are hereby expressly reserved.

Yours faithfully



**STEVEN A. MAIER**  
**Partner**